

SERIAL 09126 S HEARING OFFICERS

DATE OF LAST REVISION: September 01, 2010 CONTRACT END DATE: April 30, 2013

CONTRACT PERIOD THROUGH APRIL 30, 2013

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **HEARING OFFICERS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 28, 2010 (Eff. 05/01/10)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Materials Management

PA/mm
Attach

Copy to: Materials Management
 Jamie Rullo, Air Quality
 Russell Luder, Environmental Services
 Kelli Sertich, Flood Control
 Darren Gerard, Planning and Development
 Andrew Mesquita, Workforce and Management
 Robert Markey, Planning and Development

(Please remove Serial 04080-RFP from your contract notebooks)

1.0 INTENT:

- 1.1 Maricopa County has a continuing need for qualified licensed attorneys with considerable experience as civil hearing officers, and/or in the technical area of building construction, more particularly in the application and administration of construction codes (Registered Civil Engineer and/or Registered Architectural Engineer), air quality law and workforce merit issues to serve as hearing officers for various Maricopa County Departments. The intent is to develop a team of hearing officers to provide expertise of review for both legal and technical violations. The County shall award this contract to all Respondents that meet the stated minimum requirements, accept the contract document as presented and accepts the County's compensation (Attachment A). All awardees will be placed in a pool with work rotated to all awardees unless the County declares a conflict in any particular case.
- 1.2 Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.12 and 2.13, below).
- 1.3 The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs.

2.0 SCOPE OF WORK:

Contractor shall provide all labor, transportation and materials to conduct administrative hearings. Specific assignments may include scheduling and conducting hearings, examining evidence and correspondence, and drafting reports including findings of fact, conclusions of law and either a recommendation or decision.

2.1 For the Planning and Development Department:

- 2.1.1 Preside over and conduct Penalty hearings to ensure due process to evaluate testimony, evidence *de novo* to determine case facts and provide written decisions, which are binding on all parties, and shall be of sufficient detail to meet all legal requirements.
- 2.1.2 Review issued ordinance, code and regulation citations of violations in Maricopa County, preside at violation hearings and make a determination whether a violation exists, and if no violation exists, dismiss the violation as required.
- 2.1.3 Impose civil penalties in accordance with Chapters 15 & 16 of the Maricopa County Zoning Ordinance as necessary.
- 2.1.4 Hear appeals on Adult Business license/permit denials, revocations, non-renewals or suspensions.
- 2.1.5 Submit written findings and decisions to the Planning and Development Department within 10 days of each hearing.
- 2.1.6 Dispose of objections expressed.
- 2.1.7 Conduct legal research to fully address all legal arguments.
- 2.1.8 Adopted Codes.

Maricopa County has currently adopted the following regulations under A.R.S. Title 11 Chapter 6 County Planning and Zoning:

- 2006 International Residential Code
- 2006 International Building Code

- 2006 Mechanical Code
- 2005 National Electric Code
- 2006 International Plumbing Code
- Local additions and Addenda
- Zoning Ordinance
- Subdivision Regulations
- Ordinance for Adult Oriented Facilities and Business Licenses
- Abatement Ordinance
- Drainage Regulations
- Hours of Construction Ordinance

2.1.9 The Planning and Development Department will supply currently adopted local amendments and a copy of other locally adopted ordinances to the successful Respondent(s). The Planning and Development Department will also supply to the successful Respondent(s), a copy of the Rules of Procedure for Civil Hearings and Review of Hearings. Future local amendments to the Building Code and additional Zoning Ordinance amendments are anticipated during the term of any resultant contract. The Planning and Development Department will provide copies of any future changes to the successful Respondent(s) prior to the effective date. Copies of national codes shall be the responsibility of the Respondent.

2.2 For the Environmental Services Department:

- 2.2.1 Preside at hearings and when applicable, make a finding regarding civil penalties. All hearings shall be conducted in accordance with Arizona Revised Statutes §41-1061 *et seq.*
- 2.2.2 The work product shall consist of actual conduct of hearings and written findings and decisions for each case assigned.
- 2.2.3 Written findings and decisions shall be made in a timely fashion and be of sufficient detail to meet all legal requirements.
- 2.2.4 Conduct legal research to fully address all legal arguments.
- 2.2.5 Adopted Codes:
 - Maricopa County Environmental Health Code (including all Delegation Agreements between the Maricopa County Environmental Services Department and State of Arizona Agencies)
 - Maricopa County Storm Water Quality Management and Discharge Control Regulation

2.3 For the Flood Control District:

- 2.3.1 Preside over and conduct hearings to ensure due process to evaluate testimony, evidence *de novo* to determine case facts and provide written decisions, which are binding on all parties, and shall be of sufficient detail to meet all legal requirements.
- 2.3.2 Shall respond in the required time frames set in the Enforcement Rules.
- 2.3.3 Submit written findings and decisions to the Flood Control District within 10 days of each hearing.
- 2.3.4 Dispose of objections expressed.

- 2.3.5 Conduct legal research to fully address all legal arguments.
- 2.3.6 May meet with municipal officials, appellants or their representatives to explain rights/obligations and discuss hearing rules/procedures
- 2.3.7 Permit questioning and cross-examination of witnesses.
- 2.3.8 Adopted Codes:
 - Floodplain Regulations for Maricopa County (2006 Revision)
 - Enforcement Rules for Floodplain Regulations and Flood Control District Facilities (Adopted February 7, 2007)
- 2.4 For the Air Quality Department:
 - 2.4.1 Preside over and conduct hearings to ensure due process to evaluate testimony, evidence *de novo* to determine case facts and provide written decisions, which are binding on all parties, and shall be of sufficient detail to meet all legal requirements.
 - 2.4.2 Submit written findings and decisions to the Maricopa County Air Pollution Control Officer within 10 days of each hearing.
 - 2.4.3 Dispose of objections expressed.
 - 2.4.4 Conduct legal research to fully address all legal arguments.
 - 2.4.5 May meet with municipal officials, appellants or their representatives to explain rights/obligations and discuss hearing rules/procedures
 - 2.4.6 Permit questioning and cross-examination of witnesses.
- 2.5 For the Merit Commission:
 - 2.5.1 Preside over and conduct hearings and shall be authorized to act on behalf of the specific Merit Commissions, rule on motions and make recommended findings of fact, conclusions of law and orders, subject to the appropriate Rules and Resolutions of the Merit Commissions and the Arizona Revised Statutes and subject to the specific directions of the Merit Commissions.
 - 2.5.2 Hearings will be assigned to approved Contractors by the Workforce Management & Development Department.
 - 2.5.3 Shall present claims for payment to the Workforce Management & Development Department, or other respective County Agency as directed, in accordance with prescribed procedures.
 - 2.5.4 Shall accept assignments when available, excepting an assignment where possible personal or professional conflict of interest exists. In the event that a possible conflict exists, the Contractor shall notify the respective Merit Commission promptly. The Contractor shall be reasonably available to hear appeals on a normal workday.
 - 2.5.5 Shall submit findings of fact, conclusions of law, and recommended orders within 10 days after conducting an appeal hearing and shall provide any further information in accordance with the appropriate Merit Commissions' Rules, Resolutions and Statutes.
 - 2.5.6 Dispose of objections expressed.

2.5.7 Conduct legal research to fully address all legal arguments.

2.5.8 Permit questioning and cross-examination of witnesses.

2.6 PREPARATION TIME.

Time spent on preparation shall include pre-hearing review of the file or case; any conversations with the appellant, respondent or their attorneys; review of the transcripts and exhibits; review, research and rulings on motions, preparation of the findings of fact, conclusions of law and recommended orders, and any conferences with the Merit Commissions regarding the particular case or hearing. Time spent on such preparation shall be billed at the hourly rate specified in Attachment A. *No compensation will be paid for travel or per diem.*

2.7 **MINIMUM REQUIRED QUALIFICATIONS.**

2.7.1 Following are the minimum requirements that shall be met and maintained throughout the term of this Contract. Qualifications for each position shall be based upon the individual who will actually carry-out the work, and not that of the firm for whom the individual works.

2.7.2 To provide services under any resulting contract, Respondent shall:

2.7.2.1 Be a graduate of an accredited Law School;

2.7.2.2 Be licensed to practice law in Arizona and be a member in good standing with the Arizona State Bar;

2.7.2.3 Have practiced law in Arizona for a minimum of 5-years;

2.7.2.4 Specialize in practicing law specifically dealing with the area for which the Respondent submitted a bid for a minimum of 3-years; and

2.7.2.5 Have served as a hearing officer specifically dealing with the area for which the Respondent submitted a bid for a minimum of 3-years (except for Planning and Development, see 2.6.2.8, below).

2.7.2.6 The Contractor must be able to write an intelligible report, succinctly and clearly write the findings of fact and conclusions of law.

2.7.2.7 License to practice law has not been suspended/revoked pursuant to a disciplinary order.

2.7.2.8 For Planning and Development, specifically and in addition to sections 2.6.1.1 thru 2.6.1.7 above, Respondent shall be a licensed attorney with at least ten (10) years of progressively responsible experience in land development law and/or civil hearing officer duties. Preference will be given to Respondents with public sector land use planning and zoning experience or with experience with a law firm that specializes in land use and zoning law.

2.7.2.9 For Environmental Health Care, specifically and in addition to sections 2.6.1.1 thru 2.6.1.7 above, Respondent shall be familiar with and understand the Maricopa County Environmental Health Code, the Maricopa County Stormwater Quality Management and Discharge Control Regulation, the adopted codes referenced in Section 2.2.3, above and Arizona Revised Statutes §§ 36-136, 36-183.02, 36-601, 36-184.B4, 36-187.C, 11-251 PARAGRAPHS 17 AND 31, 49-106, and 49-107.

2.7.2.10 For Flood Control District, specifically and in addition to sections 2.6.1.1 thru 2.6.1.7 above, the Respondent shall be familiar with and understand the Regulations and Enforcement Rules adopted by the Flood Control District Board of Directors under A.R.S. Title 48-3603, 48-3609 and 48-3615.

2.7.2.11 For Air Quality Department, specifically and in addition to sections 2.6.1.1 thru 2.6.1.7 above, the Respondent shall be familiar with and understand Arizona Revised Statutes Title 49, Chapter 3.

2.8 ACCEPTANCE of SERVICES:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.9 FACILITIES:

During the course of this Contract, the County may provide the Contractor's personnel with adequate workspace or such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.10 INVOICES AND PAYMENTS:

2.10.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date, time and location where service was performed
- Number of hours expended – per case, if more than one case, specifying whether for research or for a hearing
- Description of case(s) heard
- Hourly rate
- Extended price
- Total Amount Due

2.10.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.10.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.10.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.11 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.12 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.13 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.14 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price requirements-type contract to cover a three (3) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

- 3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE:

- 3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation, and shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation, and shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 Commercial General Liability:
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 3.5.10 Automobile Liability:
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- 3.5.11 Workers' Compensation:
- 3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- 3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.
- 3.5.12 Professional Liability (Errors and Omissions Liability)
- 3.5.12.1 Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim and \$2,000,000 annual aggregate.
- 3.5.12.2 Policy shall contain a waiver of subrogation against the County, its agents, representatives, officers, directors, officials, and employees for losses arising from work performed by or on behalf of the Contractor.
- 3.5.12.3 The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

3.5.13 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

3.5.13.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.13.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 REQUIREMENTS CONTRACT:

3.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractors awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.7.3 Contractors agree to accept verbal notification of cancellation from the Materials Management Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.9 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.10 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.12 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.13 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.14 SUBCONTRACTING:

The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions of this Contract.

3.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

3.16 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.17 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

3.18 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.19 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.21 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.22.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.22.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.22.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.22.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.22.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.22.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.22.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.23 ALTERNATIVE DISPUTE RESOLUTION:

3.23.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.23.1.1 Render a decision;

3.23.1.2 Notify the parties that the exhibits are available for retrieval; and

3.23.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.23.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.23.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain

statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

- 3.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

- 3.25.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.
- 3.25.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.26 CONTRACTOR LICENSE REQUIREMENT:

- 3.26.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.
- 3.26.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

AYERS & BROWN, P.C., 4227 N. 32ND STREET, 1ST FLOOR, PHOENIX, AZ 85018

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 9187402

1.0 PRICING:

1.1 Convened hearings shall be compensated at a rate of \$120.00 per hour.

1.2 Appeals that have a convened hearing shall be compensated at a minimum rate of \$175.00, or \$120.00 per hour, whichever is greater.
(NOTE: The \$175.00 minimum for a convened hearing is applicable only once per appeal case and only applies when the compensation for the convened hearing at the \$100.00 per hour rate totals less than \$175.00.)

1.3 Preparation time shall be compensated at a rate of \$100.00 per hour.

Terms: NET 30

Vendor Number: W000015497 X

Telephone Number: 602-468-5700

Fax Number: 602-468-9300

Contact Person: Charles Ayers

E-mail Address: ckayers@ayersbrownpc.com

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2013.**

DOUGLAS A. JORDEN, 7272 E. INDIAN SCHOOL ROAD, SUITE 360, SCOTTSDALE, AZ 85251

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: NO

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 9187402

1.0 PRICING:

1.1 Convened hearings shall be compensated at a rate of \$120.00 per hour.

1.2 Appeals that have a convened hearing shall be compensated at a minimum rate of \$175.00, or \$120.00 per hour, whichever is greater.

(NOTE: The \$175.00 minimum for a convened hearing is applicable only once per appeal case and only applies when the compensation for the convened hearing at the \$100.00 per hour rate totals less than \$175.00.)

1.3 Preparation time shall be compensated at a rate of \$100.00 per hour.

Terms: NET 30

Vendor Number: W000015512 X

Telephone Number: 480-505-3909

Fax Number: 480-505-3901

Contact Person: Douglas A. Jorden

E-mail Address: djorden@jordenbischoff.com

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2013.**

DOUGLAS C. ERICKSON, 6125 E. WILSHIRE DRIVE, SCOTTSDALE, AZ 85257

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 9187402

1.0 PRICING:

1.1 Convened hearings shall be compensated at a rate of \$120.00 per hour.

1.2 Appeals that have a convened hearing shall be compensated at a minimum rate of \$175.00, or \$120.00 per hour, whichever is greater.

(NOTE: The \$175.00 minimum for a convened hearing is applicable only once per appeal case and only applies when the compensation for the convened hearing at the \$100.00 per hour rate totals less than \$175.00.)

1.3 Preparation time shall be compensated at a rate of \$100.00 per hour.

Terms: NET 45

Vendor Number: W000003513 X

Telephone Number: 602-295-7230

Fax Number: 602-263-8185

Contact Person: Douglas C. Erickson

E-mail Address: derickson@mmcec.com

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2013.**

RODNEY Q. JARVIS, 5124 E. CALLE DEL NORTE, PHOENIX, AZ 85018
FENNEMORE CRAIG, 3003 N. CENTRAL AVENUE, SUITE 2600, PHOENIX, AZ 85012

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: NO

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 9187402

1.0 PRICING:

- 1.1 Convened hearings shall be compensated at a rate of \$120.00 per hour.
- 1.2 Appeals that have a convened hearing shall be compensated at a minimum rate of \$175.00, or \$120.00 per hour, whichever is greater.
(NOTE: The \$175.00 minimum for a convened hearing is applicable only once per appeal case and only applies when the compensation for the convened hearing at the \$100.00 per hour rate totals less than \$175.00.)
- 1.3 Preparation time shall be compensated at a rate of \$100.00 per hour.

Terms: NET 30

Vendor Number: ~~W000008966 X~~ **W000017139 X**

Telephone Number: 602-916-5394

Fax Number: 602-916-5594

Contact Person: Rodney Q. Jarvis

E-mail Address: rjarvis@fclaw.com

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2013.**

GALLAGHER & KENNEDY, P.A., 2575 E. CAMELBACK ROAD, PHOENIX, AZ 85016

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: NO

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 9187402

1.0 PRICING:

1.1 Convened hearings shall be compensated at a rate of \$120.00 per hour.

1.2 Appeals that have a convened hearing shall be compensated at a minimum rate of \$175.00, or \$120.00 per hour, whichever is greater.

(NOTE: The \$175.00 minimum for a convened hearing is applicable only once per appeal case and only applies when the compensation for the convened hearing at the \$100.00 per hour rate totals less than \$175.00.)

1.3 Preparation time shall be compensated at a rate of \$100.00 per hour.

Terms: NET 30

Vendor Number: W000015532 X

Telephone Number: 602-530-8076

Fax Number: 602-530-8500

Contact Person: William Allison

E-mail Address: wfa@gknet.com

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2013.**

HAROLD J. MERKOW, 1102 W. GLENDALE AVE., #116, PHOENIX, AZ 85021

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 9187402

1.0 PRICING:

1.1 Convened hearings shall be compensated at a rate of \$120.00 per hour.

1.2 Appeals that have a convened hearing shall be compensated at a minimum rate of \$175.00, or \$120.00 per hour, whichever is greater.

(NOTE: The \$175.00 minimum for a convened hearing is applicable only once per appeal case and only applies when the compensation for the convened hearing at the \$100.00 per hour rate totals less than \$175.00.)

1.3 Preparation time shall be compensated at a rate of \$100.00 per hour.

Terms: NET 30

Vendor Number: W000001248 X

Telephone Number: 602-870-1665

Fax Number: 602-861-7001

Contact Person: Harold Merkow

E-mail Address: hal.merkow@gmail.com

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2013**

INSIGHT EMPLOYMENT MEDIATION, 21090 NORTH PIMA ROAD, SCOTTSDALE, AZ 85255

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 9187402

1.0 PRICING:

1.1 Convened hearings shall be compensated at a rate of \$120.00 per hour.

1.2 Appeals that have a convened hearing shall be compensated at a minimum rate of \$175.00, or \$120.00 per hour, whichever is greater.

(NOTE: The \$175.00 minimum for a convened hearing is applicable only once per appeal case and only applies when the compensation for the convened hearing at the \$100.00 per hour rate totals less than \$175.00.)

1.3 Preparation time shall be compensated at a rate of \$100.00 per hour.

Terms: NET 30

Vendor Number: W000016845 X

Telephone Number: 480-246-3366

Fax Number: 480-246-3250

Contact Person: Amy Lieberman

E-mail Address: amy@insightemployment.com

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2013.**

MARY STEVENS, 5303 N. 7TH STREET, #120, PHOENIX, AZ 85014

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

PRICING SHEET: NIGP CODE 9187402

1.0 PRICING:

- 1.1 Convened hearings shall be compensated at a rate of \$120.00 per hour.
- 1.2 Appeals that have a convened hearing shall be compensated at a minimum rate of \$175.00, or \$120.00 per hour, whichever is greater.
(NOTE: The \$175.00 minimum for a convened hearing is applicable only once per appeal case and only applies when the compensation for the convened hearing at the \$100.00 per hour rate totals less than \$175.00.)
- 1.3 Preparation time shall be compensated at a rate of \$100.00 per hour.

Terms:	1% 10 Days Net 30 Days
Vendor Number:	W000016654 X
Telephone Number:	602-758-3750
Fax Number:	
Contact Person:	Mary Stevens
E-mail Address:	marystevens0@gmail.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending April 30, 2013.

PRUDENCE LEE CONSULTING, 1023 E. COUNTRY GABLES DR., PHOENIX, AZ 85022

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 9187402

1.0 PRICING:

1.1 Convened hearings shall be compensated at a rate of \$120.00 per hour.

1.2 Appeals that have a convened hearing shall be compensated at a minimum rate of \$175.00, or \$120.00 per hour, whichever is greater.

(NOTE: The \$175.00 minimum for a convened hearing is applicable only once per appeal case and only applies when the compensation for the convened hearing at the \$100.00 per hour rate totals less than \$175.00.)

1.3 Preparation time shall be compensated at a rate of \$100.00 per hour.

Terms: NET 30

Vendor Number: W000004434 X

Telephone Number: 602-758-9914

Fax Number: 602-296-5869

Contact Person: Prudence Lee

E-mail Address: jurisprudi@qwest.net

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2013.**

ROBERT D. SPARKS, 217 EAST PARADISE LANE, PHOENIX, AZ 85022

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 9187402

1.0 PRICING:

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1.2 Appeals that have a convened hearing shall be compensated at a minimum rate of \$175.00, or \$120.00 per hour, whichever is greater.

(NOTE: The \$175.00 minimum for a convened hearing is applicable only once per appeal case and only applies when the compensation for the convened hearing at the \$100.00 per hour rate totals less than \$175.00.)

1.3 Preparation time shall be compensated at a rate of \$100.00 per hour.

Terms: NET 30

Vendor Number: W000001304 X

Telephone Number: 602-942-7353

Fax Number: 602-942-7353

Contact Person: Robert Sparks

E-mail Address: rsfromaz1@cox.net

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2013.**